

April 7, 2008

TO: FCC  
FROM: Michelle McBee  
Associated Marine Institutes  
Phone: 813-887-3300 X-3717  
Fax: 813-889-8092  
Email: [erate@amikids.org](mailto:erate@amikids.org)

RE: CC Docket No. 02-6  
CC Docket No. 96-45  
REQUEST FOR REVIEW

This is an appeal of USAC's Decision on Appeal for the following:

Middle Georgia Wilderness Institute  
Billed Entity Number: 151590  
Form 471 Application Number: 573749  
FRN: 1587609  
Funding Year 2007-2008

Summary of relevant facts:

1. The school had a contract with the service provider, ITC Deltacom, from 02/04/05 through 02/03/08. The services did not end on 02/03/08. The school is still receiving services on a month-to-month basis. The school needs the funding for the full 12 months of the funding year.
2. On 10/29/07, sent copy of contract to PIA reviewer and requested the PIA reviewer to change the service end date to 06/30/2008 on the basis of #1 above.
3. Received FCDL dated 11/13/07 approving 8 months funding with a contract expiration date of 02/03/08. The change was not made.
4. On 12/03/07, I appealed the FCDL to USAC asking that either the contract expiration date or the service end date be changed to 06/30/2008 on the same basis as #1 above.
5. On 02/04/08, the PIA reviewer reviewing the appeal, Tim Curtin, called me to discuss. I described the circumstances to Mr. Curtin. He told me that he would split the FRN between the contracted service period and the month-to-month service period.
6. On 02/11/08 Mr Curtin sent me a request in writing requesting the information he needed in order to split the FRN.

7. On 02/13/08, I responded with all the information he needed.
8. Received Administrator's Decision on Appeal dated 03/26/08 denying the appeal. My latest correspondence from and to Mr. Curtin was not mentioned in the decision.

Attached to this letter are the following documents:

1. Initial PIA reviewer's request dated 10/11/07 (4 pages)
2. My response dated 10/29/07 (8 pages)
3. My appeal to USAC dated 12/03/07 (2 pages)
4. PIA reviewer's request dated 02/11/08 (3 pages)
5. My response dated 02/13/08 (2 pages)
6. USAC's denial of appeal dated 03/26/08 (2 pages)

We are requesting the full 12 months funding for this FRN – 7 months under contract and 5 months on month-to-month. Thank you for your time and efforts in reviewing our appeal.

Sincerely,



Michelle McBee  
Grant Accountant  
Associated Marine Institutes  
Phone: 813-887-3300 X-3717  
Fax: 813-889-8092  
[mmcbee@amikids.org](mailto:mmcbee@amikids.org)



## Schools and Libraries Division

Date: 10/11/2007

Contact Name: Michelle McBee

Applicant Name: MIDDLE GEORGIA WILDERNESS INSTITUTE

Contact Phone Number: (813) 8873300

Application Number(s): 573749 & 584219

**Response Due Date: 10/26/2007**

The Program Integrity Assurance (PIA) team is in the process of reviewing all Funding Year 2007 Form 471 Applications for schools and libraries discounts to ensure that they are in compliance with the rules of the Universal Service program. We are currently in the process of reviewing your Funding Year 2007 Form 471 Application. To complete our review, we need some additional information. The information needed to complete the review is listed below.

- **Contract Request**

The rules of this program require that a signed contract with the service provider be in place at the time of the submission of the FCC Form 471 certification.

FRN 1587609

ATTACHED

**Please provide a copy of the full contract, signed by the applicant and dated, to verify the correct Contract Award Date ("CAD").** Failure to provide a signed and dated contract may be cause for denial.

If the contract is a State Master Contract, you do not have to submit a copy of the signed contract if that contract is available online or has already been submitted to PIA. Please provide us with the contract name and number of the State Master Contract. If you have already submitted the relevant contract information in connection with another review, please provide the FCC Form 471 application number involved so that we can locate the documentation in our files.

For further guidance regarding CADs, please refer to the Schools and Libraries Division website at: Step 4: Select a Service Provider at [www.usac.org/sl/applicants/step04/default.aspx](http://www.usac.org/sl/applicants/step04/default.aspx).

**In addition to providing the contract; is the Form 470 # 491040000614751 on your Form 471 application # 573749 the establishing Form 470 for services associated with Funding Request Number(s) (FRN) 1587609? Yes or No.**

DELTA COM

**If No, please provide the following information:**

- Please provide the 15-digit Form 470 Number that established the bidding for the FRN. The establishing Form 470 is the specific Form 470, which was posted for that particular service for 28 days, and pursuant to which a contract was signed or an agreement was entered into. (If the Form 470 has not been certified please include a copy of the signed Form 470 Certification page with your response. Failure to provide a copy of the signed Form 470 Certification page will result in a denial of your funding request.)

**If Yes, please provide the following information:**

- You indicated the Contract Award Date (CAD) for service is **02/04/2005** for your FCC Form(s) 471 Block 5 Item 18, associated with Funding Request Number(s) (FRN) **1587609**. Was the incorrect date entered at the time the FCC Form 471 was completed? **Yes or No.**

**If Yes, please provide the following information:**

- USAC with the correct Contract Award Date.
- If your authorized representative completed the information in this document, please attach a copy of the letter of agency or another agreement between you and the consultant authorizing them to act on your behalf. If you receive assistance outside of your organization in responding to this request, please indicate this in your reply.

#### **CERTIFICATION**

I certify that I am authorized to make the representations set forth below on behalf of MIDDLE GEORGIA WILDERNESS INSTITUTE, the entity represented on this letter, and am the most knowledgeable person with regard to the information set forth herein. I certify that the contract referenced for Funding Request Number(s) (FRNs) **1587609**, meets my state or local procurement regulations or rules. I acknowledge that false statements can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act. I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

I declare under penalty of perjury that the foregoing is true and correct. Executed on \_\_\_\_ day of \_\_\_\_\_, 2007 at \_\_\_\_\_[city], \_\_\_\_\_[state].

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Employer \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 E-mail Address \_\_\_\_\_  
 Address \_\_\_\_\_

#### **Line Count Request**

Based on your documentation FRN **1587402 & 1587609** is a request for local, long distance or cellular service. The documentation does not indicate the number of lines for which funding is being requested. Please indicate the number of lines for which you are requesting service for this request.

#### **Detailed Summary Bill for One time Charge**

For FRN(s) **1588082**, the documentation provided in the Item 21 Attachments is not sufficient to determine the eligibility of your request. The documentation does not clearly identify the products/services being requested in this FRN. Please provide more detailed documentation that identifies the actual products and services being requested. Your documentation should identify the specific products and services such as make, model, and description of the product/service being delivered. If you do not have this information, you will need to contact your vendor and request such documentation. The vendor should be able to provide you with detailed documentation.

*ALTER (4) DELTACOM (4)*

*TELOVATIONS (BILL ATTACHED)*

Any documentation provided should clearly identify all eligible and ineligible charges that were cost allocated out of your request. If you are unable to justify the eligibility of charges requested on your Form 471, the funding request may be reduced or denied.

- **Item 21 Request**

USAC has not yet received the Item 21 Attachments for your FY2007 Form 471 application # **584219**. In order to process the Form 471, we must receive the Item 21 Attachments. BM

If you are unsure what constitutes an Item 21 Attachment, please refer to the Form 471 Instructions available at: Step 7: Submit Application for Support <http://www.usac.org/sl/applicants/step07/form471-attachments.aspx>

If you have not yet submitted the Item 21 Attachments, please do so using our online system available at [www.sl.universalservice.org/menu.asp](http://www.sl.universalservice.org/menu.asp) and then notify us when you have completed and submitted the Online 21 Attachment. If you prefer, you may forward the Item 21 Attachments to our attention at the fax number indicated below.

ATTACHED

If you have already submitted the Item 21 Attachments, please fax an EXACT COPY of the Item 21 Attachments that were previously submitted. If you do not wish to resubmit the Item 21 Attachment, you are not required to do so. We will process your application once the Item 21 Attachments are available in our online system or have been imaged into our system.

Please fax or email the requested information to my attention. If you have any questions or you do not understand what we are requesting, please feel free to contact me.

It is important that we receive all of the information requested **within 15 calendar days** so we can complete our review. **Failure to respond may result in a reduction or denial of funding. If you need additional time to prepare your response, please let me know as soon as possible.**

Should you wish to cancel your Form 471 application(s), or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding request(s). Include in any cancellation request the Form 471 application number(s) and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Thank you for your cooperation and continued support of the Universal Service Program.

PIA Reviewer  
Rachael M. Moore  
Program Integrity Assurance  
USAC, Schools and Libraries Division  
Phone: 973-581-5292  
Fax: 973-599-6578  
E-mail: [rmoore@sl.universalservice.org](mailto:rmoore@sl.universalservice.org)

**Michelle L. McBee**

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**From:** PIATeam7 [PIATeam7@sl.universalservice.org]  
**Sent:** Thursday, October 11, 2007 1:16 PM  
**To:** MICHELLE MCBEE@18138898092  
**Cc:** Erate  
**Subject:** RM-573749 MGWI 15-day Letter  
**Attachments:** 15-Day letter.doc

Dear Michelle,

We are currently in the process of reviewing your Funding Year 2007 Form 471 Application 573749 & 584219. To complete our review, we need some additional information. Please refer to the attached file for the information that is needed. Should you have any questions regarding the information being requested, please do not hesitate to contact me. Thank you for your cooperation.

Sincerely,

Rachael Moore

**Rachael M. Moore**

Schools & Libraries  
Phone # 973-581-5292  
Fax # 973-599-6578  
E-Mail: rmoore@sl.universalservice.org

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10/11/2007

**Michelle L. McBee**

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**From:** Michelle L. McBee on behalf of Erate  
**Sent:** Monday, October 29, 2007 2:33 PM  
**To:** 'PIATeam7'  
**Subject:** RE: RM-573749 MGWI 15-day Letter  
**Attachments:** MGWI - ITC DELTACOM 03-08-05.pdf; MGWI - Telovations Service Order.pdf; MGWI-471-P2-BM-Y10.pdf

Dear Rachael:

This is in response to your questions regarding Middle Georgia Wilderness Institute, App #s 573749 and 584219.

1. Attached is a copy of the contract for services between Middle Georgia Wilderness Institute and ITC Deltacom dated 02/04/05. Please change the service end date to 06/30/2008 and the number of months of service to 12 for FRN 1587609, as the school will receive services on a month-to-month basis after the contract expires.
2. The establishing Form 470 # for FRN 1587609 is 166570000509955.
3. The correct contract award date for FRN 1587609 is 02/04/2005.
4. For FRN 1587402, the number of lines is 4.
5. For FRN 1587609, the number of lines is 4.
6. For FRN 1588082, attached is a copy of the Telovations service order, showing the breakdown of charges.
7. For App# 584219, attached is the Item 21 Attachment as previously submitted.

I apologize for missing the deadline to respond. It was an oversight on my part and I am respectfully requesting that you consider my response as timely.

Thank you for your time and consideration.

*Michelle McBee*

Grant Accountant  
Associated Marine Institutes  
Phone: 813-887-3300 X-3717  
Fax: 813-889-8092  
erate@amikids.org

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**From:** PIATeam7 [mailto:PIATeam7@sl.universalservice.org]  
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10/29/2007

Sincerely,

Rachael Moore

**Rachael M. Moore**

Schools & Libraries

Phone # 973-581-5292

Fax # 973-599-6578

E-Mail: [rmoore@sl.universalservice.org](mailto:rmoore@sl.universalservice.org)

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ITC DELTACOM®

## Agreement for Service

Customer Care Center 1-800-235-3000

Packet # 0383-6283-1336

Date 01/10/05 Account # New MSA/NE Representative David Pinti CPE Sales Representative  
Customer Name Middle Georgia Wilderness Institute Inc. Association Number Referral Partner ID Sub-Agent ID Sales/Dealer Number 520  
Billing Address Route 4, Box 276-20 Telephone 478-934-0901 Fax   
City Cochran State GA Zip 31014 Suppress Paper Bill (eBillMaster available online) ☐ Yes ☐ No  
Contact Name Dan Rose Title Exec. Dir. Email Address  Tax Exempt ☒ Yes ☐ No

Can ITC-DeltaCom share your network information with other ITC-DeltaCom companies? ☐ Yes ☒ No

If yes, include certificate

ITC-DeltaCom requests your approval to use certain information regarding the products and services you currently purchase from us in order to inform you about additional services we offer. This type of information is commonly known as Customer Proprietary Network Information (CPNII). Only ITC-DeltaCom companies will use your CPNII.

Term Plan: ☐ 1 Year ☐ 2 Year ☒ 3 Year

PRODUCTS	Enter Quantity of T-1s in each category						T-1D			Horizon T-1D			Toll Free Qty	Loop Charge	MRC	Loop Install Charge	Inside Wiring Install	Other	
	Voice only	256K	384K	512K	768K	1.024M/ Dynamic	Out	In	Card	Out	In	Card							Option (1-5)
<b>Line-Based T-1 Services</b>																			
TPACT T-1																			
Simplified Plus T-1																			
Simplified T-1																			
Dura T-1																			
Lines on this T-1 (Quantity of Lines)																			
<b>Trunk-Based T-1 Services</b>																			
Simplified T-1																			
Unity T-1																			
LD T-1																			
<b>Business Line Services</b>																			
T-Remote Units (Quantity of Lines)																			
Single Analog Lines (Quantity of Lines)																			
Infinity Lines (Quantity of Lines)	7									X			2						
<b>Data and Internet Services</b>																			
<b>PRODUCTS (select all that apply)</b>																			
Internet T	<input type="checkbox"/> Stand Alone	<input type="checkbox"/> w/ Local T																	
Data Only Loops	<input type="checkbox"/> DS0	<input type="checkbox"/> DS1	<input type="checkbox"/> DS3																
Data Network	<input type="checkbox"/> Frame Relay	<input type="checkbox"/> ATM	<input type="checkbox"/> Point to Point																
Data Connectivity	<input type="checkbox"/> Host	<input type="checkbox"/> Remote																	
IP VPN Services	<input type="checkbox"/> Secure Access	<input type="checkbox"/> IP VPN	<input type="checkbox"/> Managed Firewall																
Secure Access Clients																			
Email Service (30 Free)	<input type="checkbox"/> Yes	<input type="checkbox"/> No																	
Add Domain Names																			
<b>CPE Rental</b>																			
Unit Description	Actual Physical Address for each Location														Quantity	Total Rental MRC			
NOTE: Data CPE provided free of charge is subject to a Monthly Equipment Maintenance Coverage Fee. (See Data CPE Rental provision herein.)																			
For Internal Purposes Only:																			
10 % BEP Discount																			
NOTE: Directory Listing - Existing directory listings will remain as is. A separate form is required in the following cases: 1) New lines are established, 2) A customer moves, 3) A partial migration of lines or 4) A CLEC Conversion is required. All Yellow Page directory listing information must be handled directly with the yellow page publisher.																			

SEE TERMS AND CONDITIONS

Form 2 - Page 1 of 4 (Rev. 05/04)

EZ Writer Ver. 2.5.5

\* Tariffed Rates

**Agreement**

Customer hereby agrees to all the rules, terms and conditions of this Agreement for Service ("Agreement"), and the rules, terms and conditions of the state and federal tariffs of ITC/DeltaCom Communications, Inc. ("ITC/DeltaCom"), and in each case that appear on ITC/DeltaCom's website, [www.itcdelta.com](http://www.itcdelta.com). If no state or federal tariff applies, in each case the same shall or may be modified in the future by ITC/DeltaCom, including limitations on ITC/DeltaCom's liability. The service is provided only for the use of Customer. Its authorized agents and employees, and may not be resold without the prior written consent of ITC/DeltaCom and any resale of ITC/DeltaCom services or products will be considered a breach of this Agreement.

**Expiration Date**

The term of a service provided under this Agreement ("Term") shall commence on the following date, as applicable: (i) for long distance service, the date of Customer's first usage; (ii) for all other services, the date the service first becomes available to Customer; or (iii) if Customer purchases more than one service, the date the final service becomes available to Customer.

**90 Day Guarantee**

If Customer is not satisfied with any service provided by ITC/DeltaCom under this Agreement, Customer may discontinue any of the services provided under this Agreement by written notice to ITC/DeltaCom 30 days prior to the discontinuance becoming effective and within the first 90 days of the commencement of the particular service without incurring a Discontinuance Charge. However, Customer will be responsible for payment of all account charges for usage. For any discontinuance that does not result in whole or in part from ITC/DeltaCom service problems or installation of the service, Customer will be responsible for all account charges for usage, the total of all waived installation charges, any fees for services received during the Term, and non-refundable installation charges which include, but are not limited to, engineering fees, expedite fees, and local exchange services order fees.

**Our Best Guarantee**

If Customer is not satisfied with any service provided by ITC/DeltaCom under this Agreement, Customer may discontinue any of the services provided under this Agreement by written notice of non-performance is required to ITC/DeltaCom's Customer Care, Sales Support, or Network Quality. Should a service problem arise, after the first 90 days, Customer must notify ITC/DeltaCom's Customer Care Center at 1-800-239-3000 and allow ITC/DeltaCom 21 business days in which to respectfully address Customer's problem or return the telephone network service performance to customarily acceptable industry standards. If the problem cannot be resolved, the service cannot be restored to normal and customarily acceptable industry performance standards, ITC/DeltaCom will credit this Agreement the (90) days after receipt of Customer's written notice of discontinuation without requiring payment of a Discontinuance Charge. Customer is responsible for paying all account charges for usage through the date of effective discontinuation.

**Discontinuance Charge**

Customer may discontinue any of the services provided under this Agreement by written notice to ITC/DeltaCom 30 days prior to the discontinuance becoming effective. If Customer terminates this Agreement before the expiration date of the Term, and after the first 90 days of the Term, Customer shall incur a Discontinuance Charge, calculated as one of both of the following, as applicable: (i) for long distance service, the Annual Usage Commitment amount remaining unpaid for the remainder of the Term (see below for definition of Annual Usage Commitment) (ii) for all other services, the total of three full non-discounted months of service charges. The Discontinuance Charge shall include any waived installation charges, the cost of any hardware and any miscellaneous charges incurred for dedicated access, including but not limited to engineering fees, expedite fees, carrier and local exchange services order fees, change order charges, miscellaneous configuration charges, etc. ("Dedicated Access Fees").

**Bundled Term Discount Program**

The Term discount is applied first and then the Bundle discount is applied separately.

- Bundle discounts for total service will be applied toward line and feature charges. However, subscriber line charges, Universal Service, E911, telephony services, taxes, installation, access and other pass through charges do not earn discounts.
- Bundle discounts applied to long distance and limited to usage charges. However, access, surcharges, monthly recurring charges (MRC), taxes, and other pass through charges do not earn discounts.
- Bundle discounts applied to telephony or data services include both usage and MRCs. However all taxes, E911, telephony relay and other pass through charges do not earn discounts.
- No other discounts shall apply except as set forth in this Agreement.
- Dollar limit of total Bundle discount will be capped at the least dollar volume of any product in the bundle.
- Multi-location accounts will qualify for bundle discounts only at the locations that actually have the local bundle.
- Discontinuance of any products contained in the bundle will change the discount level of the remaining products.

**Installation**

Installation will include but are not limited to free or discounted services under the Bundle Term Discount Program, waiver of any fees (i.e., installation charges, loop charges), waived rental of equipment, etc. If Customer cancels any service provided under an incentive in full or in part (i.e., Customer receives a discount for bundled service but cancels one of the services prior to the end of the Term), then Customer shall pay any fees Customer would have incurred without the incentive. Likewise, Customer shall pay the then current rate for any equipment received under an incentive (i.e., data CPE, multiplexers, CSUMS, routers, etc.) station, at ITC/DeltaCom's discretion, allow ITC/DeltaCom to remove the equipment from the Customer's premises during normal business hours.

**Sanctification Fee**

If Customer cancels a service prior to commencement of the Term, Customer shall pay all accrued charges, including but not limited to any penalties, installation charges and Dedicated Access Fees.

**Annual Usage Commitment Level (Applies only to long distance customers)**

Long distance Customers agree to an Annual Usage Commitment which is established using the third (3rd) month's actual toll usage, excluding directory assistance, multiplied by twelve (12) months, and multiplying that result by 50%. By the end of the twelfth month of the Term agreement, the Customer's usage must be at or above the established Annual Usage Commitment. If the Customer's usage does not meet this requirement, in the 13th month, and at the end of each 12 month period remaining in the Term to which the Customer agreed, this Customer will be billed the difference between the actual usage level and the predetermined Annual Usage Commitment. The Annual Usage Commitment as described is used in the calculation of the Discontinuance Charge for early termination of a Term agreement.

**T-1 Facility Access (if applicable)**

ITC/DeltaCom charges for T-1 facility access are based upon actual tariffed rates filed by the domestic Local Exchange Carrier ("LEC") operating in each LATA and are subject to change upon notice to Customer. Customer hereby appoints ITC/DeltaCom as the Customer's agent for the purpose of procuring and maintaining the T-1 facility access from the LEC. Customer shall be solely responsible for payment of any charges or termination liability levied by Customer's equipment vendor or LEC associated with the special construction equipment needed to provide T-1 facility access. The price components apply to facility access only.

**Idle T-1 Charge (if applicable)**

Customer shall accept the T-1 loop facility no more than 10 business days after the T-1 loop facility has been installed or within 10 business days of a reasonable attempt by ITC/DeltaCom to install the service. If the T-1 service is not accepted within this time frame, no idle T-1 fee will be assessed. This fee will equal \$195 and be applied to the customer's account on a monthly basis until the T-1 service is accepted. Acceptance is denoted by the completed installation of all T-1 services ordered. Upon T-1 loop acceptance, the monthly charge will cease.

**Internet Access (if applicable)**

If Customer elects to receive ITC/DeltaCom Internet Access ("Access") as part of this Agreement, Customer covenants that none of Customer's Internet content, transmission or any other Internet activities will be in violation of any local, state, federal or international laws, regulations or treaties or ITC/DeltaCom's Internal Acceptable Use Policy. Any such violations may be grounds for termination of the Access. Customer acknowledges receipt of ITC/DeltaCom's Internal Acceptable Use Policy, which is available for review by Customer at [http://www.itcdelta.com/customer\\_internet\\_use\\_policy.asp](http://www.itcdelta.com/customer_internet_use_policy.asp).

ITC/DeltaCom provides no user access security with respect to any of Customer's facilities or facilities of others. Customer shall be responsible for user access security and network access. ITC/DeltaCom will assist in network security breach detection or identification at ITC/DeltaCom's standard rate, but shall not be liable for any inability, failure, or mistake in doing so.

If Customer provides services through other networks, ITC/DeltaCom accepts no responsibility for authorization of such networks. Use of other networks may require approval of the respective network authorities and use will be subject to any acceptable usage policies such networks establish. ITC/DeltaCom does not own or control networks outside of ITC/DeltaCom, nor is ITC/DeltaCom responsible for performance (or nonperformance) within or over those networks or within non-ITC/DeltaCom-operated interconnection points between ITC/DeltaCom and other networks.

ITC/DeltaCom shall provide to Customer, in accordance with the Terms of this Agreement, technical consultation and instruction regarding network hardware, software, access techniques and commands at ITC/DeltaCom's standard rates. ITC/DeltaCom is not responsible to Customer for the cost or expense of administrative, technical, emergency, or support personnel at Customer's location necessary for dealing with ITC/DeltaCom and for providing and maintaining Customer's own computer equipment, or ITC/DeltaCom's or other network access. Consultation Services that are extended to Customer over the phone and which exceed the customer support commitments as described in this paragraph will cost \$100.00 per hour, or \$150.00 per hour, if performed on the customer's site.

Customer agrees to give ITC/DeltaCom polling rights to its router for the duration of this Agreement. This information will be kept in confidence and used for network polling and monitoring.

ITC/DeltaCom warrants that the Access will pass data packets from Customer's Router to the Internet. Use of any information obtained through the Access is at Customer's risk. ITC/DeltaCom specifically denies any responsibility for the accuracy or quality of information obtained through the Access.

ITC/DeltaCom is not responsible for the reliability of equipment which ITC/DeltaCom did not install or configure or for the Customer's local networks or other hardware. Customer is responsible for assessing its own computer and transmission network needs, and is solely responsible for the results obtained therefrom. In no event shall either party be liable for direct damages greater than the sum total of payments made by Customer to ITC/DeltaCom during the three (3) months immediately preceding the event for which damages are claimed.

If ITC/DeltaCom is listed as the billing contact for Customer's domain name, customer hereby consents to ITC/DeltaCom's annual renewal of Customer domain name unless otherwise instructed.

**Secure Access and/or IPVPN (if applicable)**

The Secure Access service provided hereunder is the delivery via Internet protocol of the Customer's data between two remote points utilizing Secure Access equipment. ITC/DeltaCom's Secure Access service includes the provision of the equipment as set forth in this Agreement necessary to encode and decode the Customer's data, but excludes the provision of the Local Loop, which must be contracted for separately. ITC/DeltaCom agrees to provide its Secure Access service within a certain minimum service level. The Service Level Agreement applicable to ITC/DeltaCom's Secure Access is published on ITC/DeltaCom's website at <http://www.itcdelta.com/SP20VPPN01SLA.asp>, and is incorporated herein by reference. Customer acknowledges that ITC/DeltaCom does not represent or warrant that the Secure Access service will ensure uninterrupted or error-free operation. Under no circumstances whatsoever shall any liability of ITC/DeltaCom arising in connection with the Secure Access service exceed an amount equal to the monthly recurring charge for Secure

Access paid to ITC/DeltaCom from Customer for the three (3) months immediately preceding the event for which damages are claimed.

**Customer Premise Equipment (if applicable)**

In the event ITC/DeltaCom furnishes Customer Premise Equipment of any sort ("CPE") to Customer for rental in connection with the services, Customer shall pay the aggregate rental for each item of CPE for the full Term of this Agreement. Customer agrees to assume and bear the entire risk of any partial or complete loss with respect to the CPE from any and every cause whatsoever including theft, loss, damage, (including damage caused by Acts of God), destruction or governmental taking, whether or not such loss is covered by insurance or caused by any fault or neglect of Customer. If Customer is receiving CPE at no rental cost to Customer, then Customer shall be billed a Monthly Equipment Maintenance Coverage charge and payment of such charge shall relieve Customer of liability for Acts of God, including lightning, power surge, fire, wind, flood and earthquake. Damage caused by power surge, fire, and flood, which is not the result of an Act of God, is specifically excluded from coverage. Customer agrees to give ITC/DeltaCom prompt notice of any damage to or loss of any CPE, or any abandonment or relocation from Customer's premises. For CPE Rental provided free of charge under an incentive, ITC/DeltaCom reserves the right to substitute another type of CPE at its discretion. ITC/DeltaCom owned CPE that cannot be recovered from Customer's site will be billed the current ITC/DeltaCom listed purchase price for equipment.

**Exclusive Local Provider (applicable only to T-1s with integrated local and internet data services)**

I certify that ITC/DeltaCom is either my exclusive local service provider for this location or that 50% of the activated T-1 channels are for local use. I understand the services provided at the rates herein are based upon this certification and that additional charges/fees will apply in the event that it is discovered that the foregoing conditions have not been met.

**Shared Tenant Service Provider Agreement**

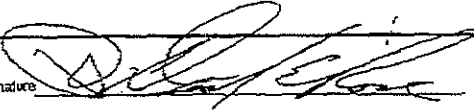

If Customer intends to resell or rebill ITC/DeltaCom services, Customer hereby certifies that it has all necessary state, federal, legal and regulatory authority to resell or rebill any telecommunication services to its tenants or customers. In no event will ITC/DeltaCom directly bill any tenant or other customer of Customer. If Customer is found to be in violation of any federal, state or local law or regulation for reselling or rebilling telecommunication services, Customer shall indemnify ITC/DeltaCom for any related claims by any third party against ITC/DeltaCom, including attorneys' fees and costs. All such indemnity obligations of Customer shall survive termination or expiration of the Agreement.

**Default**

Should Customer fail to pay any invoiced item within 30 days of the date of invoice, ITC/DeltaCom reserves the right to cease providing the service invoiced until such time as the invoice is paid. Such interruption of service shall not be a breach of this Agreement, and shall not afford Customer any relief outlined in this Agreement or any other document. If, after 10 days written notice to Customer, the invoice shall remain unpaid, ITC/DeltaCom, at its election, may declare Customer in default. If Customer defaults, all amounts remaining to be paid under the Term of this Agreement shall immediately become due and payable. The remedies contained in this paragraph are cumulative and in addition to all other rights and remedies available to ITC/DeltaCom under this Agreement, by operation of law or otherwise. In addition, in the event of default, Customer shall immediately owe to ITC/DeltaCom reimbursement for installation and removal charges of any CPE in the amount of Five Hundred and 00/100 Dollars (\$500.00) per unit (i.e., per CPE router); such amount shall be immediately due and payable. Further, ITC/DeltaCom, at its option, may, upon written notice thereof, take immediate possession of any and all of the items of CPE owned by ITC/DeltaCom, wherever situated, and for such purpose enter upon any premises without liability for so doing and sell, dispose of, hold, use or lease any items of CPE which have not been fully paid for as ITC/DeltaCom in its sole discretion may decide. If ITC/DeltaCom is unable to retrieve any items of CPE, Customer shall be invoiced for the full, then current sales price of such CPE.

**General**

Customer acknowledges that it has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all other oral, written or other communications between them concerning its subject matter. This Agreement shall not be modified in any way except by a writing subscribed to by both parties. This Agreement is not assignable by Customer except with ITC/DeltaCom's express written consent, without which, any such assignment or attempted assignment shall be void. If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The headings in the Agreement are intended for convenience of reference and shall not affect its interpretation. The waiver or failure of ITC/DeltaCom to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of that right or any other right under this Agreement. The individual executing this Agreement on behalf of Customer hereby represents and warrants that he or she is duly authorized by all necessary action to execute this Agreement on behalf of Customer. All notices to ITC/DeltaCom shall be in writing and shall be delivered or sent by registered or certified mail, return receipt requested, to the address indicated on the face hereof or to such other address as ITC/DeltaCom shall specify by notice given pursuant hereto. ITC/DeltaCom shall not be liable or deemed to be in default for any delay or failure to perform under this Agreement or for interruption of service resulting directly or indirectly, from any cause beyond ITC/DeltaCom's reasonable control (Force Majeure). EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ITC/DeltaCom WILL NOT BE LIABLE FOR ANY LOST OR ANTICIPATORY PROFITS, OR SPECIAL OR PUNITIVE DAMAGES, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY OTHER PARTY, EVEN IF ITC/DeltaCom HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. CUSTOMER SHALL DEFEND AND INDEMNIFY ITC/DeltaCom FROM ANY AND ALL CLAIMS, ACTIONS, LOSSES, DAMAGES, (INCLUDING REASONABLE ATTORNEYS FEES) ARISING OUT OF THE PURCHASE, POSSESSION, OPERATION, CONDITION, RETURN OR USE OF THE CPE OR BY OPERATION OF LAW, EXCLUDING, HOWEVER, ANY OF THE FOREGOING RESULTING SOLELY AND DIRECTLY FROM THE ACTS OF ITC/DeltaCom. This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Alabama. Customer authorizes ITC/DeltaCom to conduct an investigation of Customer's credit history for the purpose of determining Customer's creditworthiness for payment for the service(s) and options. Customer agrees to pay all costs of collection, including a reasonable attorney's fee, whether incurred by suit or otherwise. Only an authorized officer of ITC/DeltaCom may agree to modifications to the terms and conditions of this Agreement. This Agreement begins upon acceptance, below, by an ITC/DeltaCom Branch Manager or other authorized management person, but is subject to final credit approval.

Authorized Signature		Print Name	David Rose	Title	Director	Date	3/4/05
ITC/DeltaCom Acceptance				Title	RM	Date	3/9/05

## ADDENDUM TO AGREEMENT FOR SERVICE

THIS ADDENDUM ("Addendum") to that certain Agreement For Service is entered into by and between Middle Georgia Wilderness Institute Inc. with offices at Route 4, Box 276-20 Cochran, GA 31014 ("Customer") and ITC^DeltaCom Communications, Inc., an Alabama corporation, whose principal corporate address is 1791 O.G. Skinner Drive, West Point, Georgia 31833 ("ITC^DeltaCom"), hereinafter, collectively, the "Parties".

### WITNESSETH

WHEREAS, ITC^DeltaCom and Customer have entered into that certain Agreement For Service on the date hereof for the provision of certain telecommunication services to Customer ("Agreement"); and

WHEREAS, the Parties to the Agreement desire to add certain terms and conditions to the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement, ITC^DeltaCom and Customer agree as follows:

1. Additional Provisions. a) Business Downturn

In the event Customer does not require all of the Services included herein due to a downturn in business beyond Customer's control and not due to a transfer of any portion of the Services to another provider, Customer and ITC^DeltaCom shall negotiate in good faith appropriate and commercially reasonable changes to this Agreement. The parties shall continue performance under this Agreement while they are negotiating a combination of services, price, and term that reflect Customer's revised needs. For purposes of this Agreement, the term "business downturn" is hereby defined to mean (i) an unplanned reduction in business revenues beyond Customer's control such that Customer does not require all of the Services included herein; (ii) an unplanned change in conditions affecting Customer's business that substantially alters the scale or scope of Customer's business such that Customer does not require all of the Services; or (iii) a loss of funding under the "E" Rate program."

2. Other Terms and Conditions. All other terms and conditions of the Agreement For Service shall remain in full force and effect, as if fully stated herein.

3. Conflict. If there are any conflicting terms or conditions between the terms and conditions of this Addendum and the terms and conditions of ITC^DeltaCom's tariff, the terms and conditions of ITC^DeltaCom's tariffs shall control.

4. Entire Agreement. Any and all prior agreements made with Customer, whether written or oral, regarding the subject matter of this Addendum shall be superseded by

Southwest Florida Marine Institute, Inc.

this Addendum. Exclusive of any tariff modifications initiated by ITC^DeltaCom and approved or permitted by the applicable regulatory authority, once this Addendum has been executed, any amendments hereto must be made in writing and signed by both Parties.

IN WITNESS WHEREOF, ITC^DeltaCom and Customer have executed this Addendum to the Agreement For Service, by their duly authorized representatives, on the day and year indicated below.

CUSTOMER:

Middle Georgia Wilderness Institute Inc.

By: 

Name: Daniel Rose

Title: Director

Date: 3/4/05

ITC^DELTACOM:

ITC^DeltaCom Communications, Inc.

By: 

Name: Tom Wiltse

Title: BRANCH MANAGER

Date: 3-8-05

Southwest Florida Marine Institute, Inc.

**Michelle L. McBee**

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**From:** Michelle L. McBee  
**Sent:** Monday, December 03, 2007 5:23 PM  
**To:** 'appeals@sl.universalservice.org'  
**Cc:** Erate  
**Subject:** MGWI - APPEAL of FCDL, FRN 1587609  
**Attachments:** MGWI - Y10 Response to PIA Qtns.pdf; MGWI - Y10 PIA Qtns 10-11-07.pdf

Dear Sir or Madam:

This is an appeal of the funding commitment decision regarding the following:

Middle Georgia Wilderness Institute  
BEN: 0151590  
Form 471 App#: 573749  
FRN: 1587609

I am respectfully requesting the service end date be changed from N/A to 06/30/2008 and/or the contract end date be changed from 02/03/08 to 06/30/2008, as the school will receive services on a month-to-month basis after the contract expires. I requested the change in the service end date in my response to the PIA reviewer's questions, but failed to request that the contract end date be changed. Attached is a copy of the PIA reviewer's inquiry and my response. We are applying for the full 12 month funding period.

Thank you for your time and consideration.

*Michelle McBee*

Grant Accountant  
Associated Marine Institutes  
Phone: 813-887-3300 X-3717  
Fax: 813-889-8092  
erate@amikids.org

12/3/2007

**Michelle L. McBee**

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**From:** Appeals [appeals@sl.universalservice.org]  
**Sent:** Monday, December 03, 2007 5:25 PM  
**To:** Michelle L. McBee  
**Subject:** Appeal

Thank you for submitting your correspondence by e-mail to the Schools & Libraries Division (SLD) of the Universal Service Administrative Company.

This message serves as a receipt confirmation of your submission.

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**Confidentiality Notice:** The information in this e-mail and any attachments thereto is intended for the named recipient(s) only. This e-mail, including any attachments, may contain information that is privileged and confidential and subject to legal restrictions and penalties regarding its unauthorized disclosure or other use. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action or inaction in reliance on the contents of this e-mail and any of its attachments is **STRICTLY PROHIBITED**. If you have received this e-mail in error, please immediately notify the sender via return e-mail; delete this e-mail and all attachments from your e-mail system and your computer system and network; and destroy any paper copies you may have in your possession. Thank you for your cooperation.

12/3/2007



## Schools and Libraries Division

February 11, 2008

Michelle McBee  
 Middle Georgia Wilderness Institute  
 813-887-3300 X 3717  
 Application Number **573749**

**Response Due Date: February 19, 2008**

You were recently sent a written request for additional information needed by the Program Compliance team to review your appeal for Funding Year 2007 Funding Commitment Decision Letter to ensure that it is in compliance with the rules of the Universal Service program. This is a reminder that the response due date is approaching. To date, none of the requested information has been received. The information needed to complete the review is listed below.

The information needed to complete the review is listed below.

You recently requested that we split FRN 1587609. Your request cannot be processed until we receive the following in writing. Your signed written request to split the FRN; enter missing split FRN information.

Please provide the cost allocation of these items along with the following information to create the new FRN.

1. Funding Request Number to be split
2. Provide the Block 5 information for the original FRN (pre and post-split FRN).
3. Provide us with the information for the new FRN.

Please complete the blank Form 471, Block 5 below. For additional instructions to fill out your Block 5 refer to Form 471 filing instructions at <http://www.usac.org/sl/tools/required-forms.aspx>.

Entity Number _____ Applicant's Form Identifier _____	
Contact Person _____ Phone Number _____	
<b>Block 5: Discount Funding Request(s)</b> Instructions: Use one Block 5 page for EACH service (Funding Request Number) _____ Block 5, page __ of requesting discounts. Make as many copies of this page as which you are needed, and number the completed pages to assure that they are all processed correctly.	
10 <input type="checkbox"/> If this is a duplicate Funding Request (e.g., of an FRN that is not yet approved, under appeal, etc.), check this box and enter the original FRN in the space provided:	
11 <b>Category of Service (only ONE category should be checked)</b>  <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input checked="" type="checkbox"/> <b>PRIORITY 1</b>  <input type="checkbox"/> Telecommunications Service  <input type="checkbox"/> Internet Access         </div> <div style="width: 45%;"> <input type="checkbox"/> <b>PRIORITY 2</b>  <input type="checkbox"/> Internal Connections Other than Basic Maintenance  <input type="checkbox"/> Basic Maintenance of Internal Connections         </div> </div>	<div style="border: 1px solid black; padding: 5px;"> <b>23 Calculations</b>   <div style="display: flex;"> <div style="width: 20%; border-right: 1px solid black; padding-right: 5px;">Recurring Charges</div> <div style="padding-left: 5px;">A. Monthly charges (total amount per month for service)</div> </div> </div>
12 Form 470 Application Number _____	

			B. How much of the amount in A is ineligible?
13	SPIN – Service Provider Identification Number		C. Eligible monthly pre-discount amount (A minus B)
14	Service Provider Name		D. Number of months service provided in funding year
			E. Annual pre-discount amount for eligible recurring charges (C x D)
15a	<input type="checkbox"/> Check this box if this Funding Request is for non-contracted tariffed or month-to-month services.	Non-Recurring Charges	F. Annual non-recurring charges
15b	Contract Number		
15c	<input type="checkbox"/> Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider).		G. How much of the amount in F is ineligible?
15d	Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
16b	<input type="checkbox"/> Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page.		H. Annual eligible pre-discount amount for non-recurring charges (F minus G)
17	Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filing)		
18	Contract Award Date (mm/dd/yyyy)	Total Charges	I. Total funding year pre-discount amount (E + H)
19	Service Start Date (mm/dd/yyyy)		J. Discount from Block 4 Worksheet
20a	Service End Date (mm/dd/yyyy)		K. Funding Commitment Request (I x J)
20b	Contract Expiration Date (mm/dd/yyyy)		
21	Description of This Service: <b>Attachment</b>		
22	Entity/Entities Receiving This Service: a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service:  b. If the service is shared by all entities on a Block 4 worksheet, list the worksheet number (e.g., 1):		

It is important that we receive all of the information requested so the Program Compliance team can complete its review. Please fax or email the requested information to my attention. If you have any questions please feel free to contact me.

**If we do not receive the requested information by February 19, 2008, your application(s) will be reviewed using the information currently on file. Failure to do so may result in a reduction or denial of funding.**

Please fax or email the requested information to my attention. If you have any questions or you do not understand what we are requesting, please feel free to contact me.

Should you wish to cancel your Form 471 application(s), or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding request(s). Include in any cancellation request the Form 471 application number(s) and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Thank you for your cooperation and continued support of the Universal Service Program.

Tim Curtin  
Program Compliance  
Schools & Libraries Division  
Phone: 973-581-5038  
Fax: 973-599-6525  
E-mail [tcurtin@sl.universalservice.org](mailto:tcurtin@sl.universalservice.org)

**Michelle L. McBee**

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**From:** Michelle L. McBee on behalf of Erate  
**Sent:** Wednesday, February 13, 2008 11:34 AM  
**To:** 'ProgCompliance'  
**Subject:** RE: Middle Georgia Wilderness Institute app. 573749  
**Attachments:** MGWI - FRN 1587609 02-13-08.xls

Dear Mr. Curtin:

This is in response to your request regarding our appeal for Georgia Wilderness Institute, FRN 1587609, App# 573749. Please accept this as my official request to split FRN 1587609. Attached is a schedule of the information needed for Block 5 for both the original FRN and the new FRN.

Let me know if you need anything else. Thank you for your time and efforts on our behalf.

*Michelle McBee*

Grant Accountant  
Associated Marine Institutes  
Phone: 813-887-3300 X-3717  
Fax: 813-889-8092  
[erate@amikids.org](mailto:erate@amikids.org)

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**From:** ProgCompliance [<mailto:ProgCompliance@sl.universalservice.org>]  
**Sent:** Monday, February 11, 2008 12:21 PM  
**To:** Erate; Michelle McBee@18138898092  
**Cc:** ChJackso@doe.k12.ga.us  
**Subject:** Middle Georgia Wilderness Institute app. 573749

Dear Ms. McBee:

Attached is a letter outlining the information necessary to process your appeal for form 471 application 573749.

The request is to respond by February 19, 2008. If we do not receive the information by the close of business of February 19, 2008 your application will be reviewed using the information currently on file.

Sincerely,

Tim Curtin  
Program Compliance  
Schools & Libraries Division  
Phone # 973-581-5038  
Fax # 973-599-6525  
E-mail [tcurtin@sl.universalservice.org](mailto:tcurtin@sl.universalservice.org)

2/13/2008

Middle Georgia Wilderness Institute  
BEN: 151590  
Form 471 App#: 573749  
FRN: 1587609

2/13/2008

**Please split FRN 1587609 as follows:**

	<u>ORIGINAL FRN</u>	<u>NEW FRN</u>
Category of Service	Telecommunications	Telecommunications
Form 470 Application #	166570000509955	491040000614751
SPIN	143001196	143001196
Service Provider Name	ITC Deltacom	ITC Deltacom
Contract Number	<del>NONE</del> N/A	<del>NONE</del> MTM
Billing Account #	1200002-2	1200002-2
Contract Award Date	2/4/2005	N/A
Service Start Date	7/1/2007	2/3/2008
Service End Date		6/30/2008
Contract Expiration Date	2/3/2008	
Attachment #	MGWI-471-P1-Y10-ITC	MGWI-471-P1-Y10-ITC
Monthly Eligible Amt	\$365.48	\$365.48
Number of months of service	7	5
Annual pre-disc amt	\$2,558.36	\$1,827.40
Discount %	90	90
Funding Commitment Reques	\$2,302.53	\$1,644.66

Thank you for your time and attention.

*Michelle McBee*

Grant Accountant  
Associated Marine Institutes  
Phone: 813-887-3300 X-3717  
Fax: 813-889-8092  
[erate@amikids.org](mailto:erate@amikids.org)



Universal Service Administrative Company  
Schools & Libraries Division

**Administrator's Decision on Appeal – Funding Year 2007-2008**

March 26, 2008

Michelle McBee  
Associated Marine Institutes  
5915 Benjamin Center Dr.  
Tampa, FL 33634

*04/07/08 Case # 21-727600  
(Michelle). Only option is  
appeal to FCC.*

Re: Applicant Name: MIDDLE GEORGIA WILDERNESS  
INSTITUTE  
Billed Entity Number: 151590  
Form 471 Application Number: 573749  
Funding Request Number(s): 1587609  
Your Correspondence Received: December 03, 2007

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2007 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 1587609  
Decision on Appeal: **Denied**  
Explanation:

- During the Appeal Review USAC thoroughly assessed the facts presented in the appeal letter, the relevant documentation on file, and the FCC Rules and Procedures before making its determination on your appeal. The record shows that USAC has approved this funding request (FRN) for the dollar amount and discount level requested by the applicant on Block 5 of their Form 471 application. You sent a Receipt Acknowledgement Letter requesting a change to the Contract Expiration Date from February 4, 2007 to June 30, 2008. On October 11, 2007, the Program Integrity Assurance (PIA) team requested a copy of the signed contract to support the change in Contract Expiration Date. On October 29, 2007 you requested that the service end date be extended to June 30, 2008 and you provided a contract that confirmed the Contract Expiration Date of

February 3, 2008. As is noted on USAC's website, <http://www.usac.org/sl/applicants/step07/receipt-acknowledgement-letter.aspx>, your request to change the Contract Expiration Date or the Service End Date is not an allowable RAL change. Since the contract does not support changing the Contract Expiration nor the Service End Date change, the RAL change was not made.

- The changes/corrections requested with your Receipt Acknowledgement letter were not implemented because you requested a change in Contract Expiration Date which is not considered a correctable ministerial and clerical error. In your appeal, you did not show that USAC's determination was incorrect. Consequently, your appeal is denied.
- The FCC's Bishop Perry Order directed USAC "to provide all E-rate applicants with an opportunity to correct ministerial and clerical errors on their FCC Form 470 or FCC Form 471, and an additional opportunity to file the required certifications" without posting new FCC Forms 470 and 471. See Request for Review of the Decision of the Universal Service Administrator by Bishop Perry Middle School, et. al, Schools and Libraries Universal Service Mechanism, File Nos. SLD-487170, et al., CC Docket No. 02-6, Order, 21 FCC Rcd 5316-5317, FCC 06-54, para. 23 (May 19, 2006)(Bishop Perry Order). As a result, USAC sends an applicant a Receipt Acknowledgement Letter (RAL) when the FCC Form 471 has been successfully data entered and provides the applicant with an opportunity to make allowable corrections to its FCC Form 471. USAC has published a list of ministerial and clerical errors that can be corrected on pending applications without violating the program rules and has advised applicants to review this list before submitting corrections. See SLD Section of USAC web site, Reference Area, "Bishop Perry Order, List of Ministerial and Clerical Errors" at [www.usac.org/sl](http://www.usac.org/sl).

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either USAC or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division  
Universal Service Administrative Company